



FINDINGS OF FACT

1. The Weare School Board is a public employer, as defined by RSA 273-A:1, of teachers in that community.
2. The Weare Education Association is the duly certified bargaining agent of teachers employed by the Board.
3. A collective bargaining relationship has existed between the Association and the Board for a number of years. At the time this ULP was filed, those parties were in negotiations for a successor collective bargaining agreement (CBA) to become effective July 1, 1991.
4. On January 3, 1991, the parties entered into a Memorandum of Agreement, Item 5 of which provided that "the negotiations ground rules agreed by the parties shall remain in effect for a long as negotiations continue, but in no case will the ground rules remain in effect after March 1, 1991." Those prior ground rules provided: "(a) Negotiations shall be conducted in closed session and (b) Any media release concerning a matter of negotiation shall be mutually agreed by the parties unless at impasse." The original ground rules (Assn. Ex. No. 2) were dated November 13, 1990.
5. On February 6, 1991, the Board was bound to comply with the negotiated ground rules.
6. At all times pertinent to this ULP Chuck Bolton was a member of the Weare School Board and its bargaining team.
7. During the 1989-90 school year, the Board asked the Association to reopen bargaining in order to negotiate a lower salary schedule for the 1990-91 school year. The Association declined to do so.
8. On February 6, 1991, a letter from Bolton appeared in the "Letters to the Editor" column of the "News Messenger," a local weekly newspaper, which said, in pertinent part:

The Weare Teachers, represented by a handful of their unionized stooges were asked to consider a reduction in their 12% increase after last year's District School Meeting but they refused to talk.....

We on the Board, need your support  
to continue delivering as promised.

Thank you  
Weare School Board Member  
Chuck Bolton

9. Bolton's use of his title as a "Weare School Board Member" indicates he was acting in that capacity and not as a private citizen.

DECISION AND ORDER

Bolton's letter to the editor appearing on February 6, 1991 was inflammatory. The choice of language could not possibly be construed to be constructive of the collective bargaining process as contemplated in RSA 273-A:1 "Statement of Policy" or the obligation to bargain in good faith found at RSA 273-A:3. Given the timing of the letter prior to the expiration of the extended ground rules on March 1, 1991, it violated the parties' agreement relative to those rules. (Finding No. 4) Since Bolton elected to use his title in the letter, we cannot attribute his comments to have been made as a private citizen, as was the case in Salem Fire Fighters (Decision No. 92-09, January 22, 1992) where there was neither a ground rules agreement nor use of an official title. We intend no impairment of individual Constitutional rights; however, when the parties have voluntarily entered into ground rules for the intended purpose of improving the collective bargaining process, neither side may violate those rules with impunity. For us to hold otherwise would be to sanction conduct which would contribute to the gradual and continued erosion of the bargaining environment to the point where it would be virtually impossible to reach agreement.

The foregoing conduct on the part of the Board and/or its agents constituted an unfair labor practice and was violative of RSA 273-A:5 I (g) and (h).

The Board and/or its agent are directed to CEASE and DESIST such conduct forthwith.

So ordered.

Signed this 21st day of April, 1992.

  
EDWARD J. HASELTINE, Chairman

By unanimous vote. Chairman Edward J. Haseltine presiding.  
Members Richard W. Roulx and E. Vincent Hall present and voting.